

**LAW OFFICES OF
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November 14, 2007

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO. 17892-JJ **FILED**

NOV 14 '07 -4 5 3 PM

Dear Secretary Williams:

SURFACE TRANSPORTATION BOARD

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is BNSF 818 Lease Assignment and Assumption Agreement, a secondary document, dated as of November 14, 2007. The primary document to which this is connected is recorded under Recordation No. 17892. We request that the copy of this document be recorded under Recordation No. 17892-JJ.

The names and addresses of the parties to the BNSF 818 Lease Assignment and Assumption Agreement are:

Assignor:

ConAgra Foods, Inc. (f/k/a ConAgra, Inc.)
One Conagra Drive
Omaha, NE 68102

Assignee:

GATX Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the BNSF 818 Lease Assignment and Assumption Agreement consists of 205 covered hopper cars numbered CAGX 1064, 1205, 1210, 1216, 1217, 1225, 1231, 1243, 1245, 1251-1255, inclusive, 1258, 1262, 1265, 1270, 1273, 1275-1278, inclusive, 1282, 1283, 1284, 1288, 1292, 1297, 1303, 1306, 1312, 1315, 1317, 1318, 1320, 1332, 1335, 1338, 1340, 1346, 1349, 1351, 1352, 1354, 1355, 1357, 1360, 1363, 1365, 1367, 1371, 1373, 1379, 1381, 1389, 1390, 1398, 1405, 1407, 1418, 1423, 1428, 1430, 1432, 1438, 1441, 1446, 1450, 1452, 1453, 1457, 1460, 1462, 1463, 1464, 1466, 1469, 1472, 1476, 1482, 1483, 1486, 1489, 1490, 1491, 1493, 1495, 1499, 1502, 1503, 1505, 1508, 1509, 1510, 1513, 1514, 1521, 1524, 1526, 1530, 1531, 1532, 1537, 1539, 1540, 1548, 1549, 1550, 1556, 1557,

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November 14, 2007
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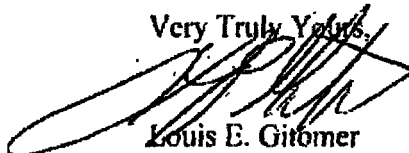
1560, 1565, 1566, 1575, 1576, 1583, 1588, 1600, 1601, 1604, 1612, 1614, 1618, 1620, 1622, 1623, 1625, 1627, 1630, 1631, 1634, 1640, 1642, 1643, 1645, 1646, 1647, 1649, 1655, 1656, 1665, 1667, 1671, 1674, 1679, 1692, 1693, 1696, 1699, 1704, 1707, 1711, 1726, 1731, 1733, 1734, 1735, 1737-1740, inclusive, 1742, 1748, 1750, 1752-1755, inclusive, 1759-1779, inclusive, 1781, 1783-1786, inclusive, 1788, 1789, 1791-1795, inclusive, and 1797-1800, inclusive.

A fee of \$35.00 is enclosed. Please return one copy to:

Louis E. Gitomer
600 Baltimore Avenue
Suite 301
Towson, MD 21204

A short summary of the document to appear in the index follows: BNSF 818 Lease Assignment and Assumption Agreement between ConAgra Foods, Inc. (f/k/a ConAgra, Inc.), One Conagra Drive, Omaha, NE 68102, and GATX Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 205 covered hopper cars numbered CAGX 1064, 1205, 1210, 1216, 1217, 1225, 1231, 1243, 1245, 1251-1255, inclusive, 1258, 1262, 1265, 1270, 1273, 1275-1278, inclusive, 1282, 1283, 1284, 1288, 1292, 1297, 1303, 1306, 1312, 1315, 1317, 1318, 1320, 1332, 1335, 1338, 1340, 1346, 1349, 1351, 1352, 1354, 1355, 1357, 1360, 1363, 1365, 1367, 1371, 1373, 1379, 1381, 1389, 1390, 1398, 1405, 1407, 1418, 1423, 1428, 1430, 1432, 1438, 1441, 1446, 1450, 1452, 1453, 1457, 1460, 1462, 1463, 1464, 1466, 1469, 1472, 1476, 1482, 1483, 1486, 1489, 1490, 1491, 1493, 1495, 1499, 1502, 1503, 1505, 1508, 1509, 1510, 1513, 1514, 1521, 1524, 1526, 1530, 1531, 1532, 1537, 1539, 1540, 1548, 1549, 1550, 1556, 1557, 1560, 1565, 1566, 1575, 1576, 1583, 1588, 1600, 1601, 1604, 1612, 1614, 1618, 1620, 1622, 1623, 1625, 1627, 1630, 1631, 1634, 1640, 1642, 1643, 1645, 1646, 1647, 1649, 1655, 1656, 1665, 1667, 1671, 1674, 1679, 1692, 1693, 1696, 1699, 1704, 1707, 1711, 1726, 1731, 1733, 1734, 1735, 1737-1740, inclusive, 1742, 1748, 1750, 1752-1755, inclusive, 1759-1779, inclusive, 1781, 1783-1786, inclusive, 1788, 1789, 1791-1795, inclusive, and 1797-1800, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

NOV 14 '07 -4 5 3 PM

SURFACE TRANSPORTATION BOARD

EXECUTION VERSION

BNSF 818 LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

This BNSF 818 Lease Assignment and Assumption Agreement, dated as of November 14, 2007 (this "Agreement"), is between CONAGRA FOODS, INC. (f/k/a ConAgra, Inc.), a Delaware corporation (the "Assignor"), and GATX CORPORATION, a Delaware corporation (the "Assignee").

Witnesseth:

WHEREAS, the Assignor, as seller, and the Assignee, as buyer, have entered into that certain Purchase Agreement [818 Equipment] dated as of November 14, 2007 (the "Purchase Agreement"), providing for the purchase of the BNSF 818 Leasehold Interests by the Assignee from the Assignor, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Assignor and the Assignee on the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Purchase Agreement. Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Closing Date: the date of this Assignment.

Equipment: the items of equipment listed on Exhibit A hereto, together with each and every part, accessory, component and any equipment installed therein or attached thereto owned by M&T Credit Services, LLC (as successor to M&T Credit Corporation) and leased to the Assignor pursuant to the Master Equipment Lease Agreement No. 1801174 dated as of April 24, 1992 and Lease Schedule No. 818 thereto dated April 25, 1996, each between Wilmington Trust Company, not individually but as owner trustee (as assignee of Pitney Bowes Credit Corporation) and the Assignor (individually such railcars shall be referred to as an "item" or "items of Equipment").

2. Assignment. Effective as to each item of Equipment on the Closing Date, the Assignor sells and assigns to the Assignee all of the Assignor's rights and obligations, except to the extent constituting Existing BNSF 818 Obligations and except as provided in Section 1.5 of the Purchase Agreement, under each of the following agreements, solely as they relate to such item of Equipment:

- (a) the Equipment Lease Agreement dated as of August 5, 2005 and Equipment Schedule No. 1 thereto dated as of August 5, 2005, each between the Assignor, as lessor, and BNSF Railway Company, as lessee, in respect to the Equipment (collectively, as the same may be amended, modified or supplemented, the "Lease"; and
- (b) all of the other agreements and documents listed in Schedule 1 to the Purchase Agreement under the heading "BNSF 818 Operative Agreements";

(collectively, together with all documents related to the foregoing, as they relate to the Equipment, the "Assigned Operative Agreements").

Notwithstanding the foregoing, the Assignor shall continue to be entitled to the benefit of any rights to indemnification for tax and other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment. The Assignee accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Assignor under, and agrees to be bound to the same extent as the Assignor by all the terms of, the Assigned Operative Agreements, except for the Existing BNSF 818 Obligations. Effective on and after the Closing Date, the Assignee shall be deemed to stand in the place of the Assignor for all purposes under the Assigned Operative Agreements and each reference in the Assigned Operative Agreements to the Assignor shall be deemed to mean the Assignee. The Assignor, in respect of the period on and after the Closing Date, is released of all obligations of the lessor under the Assigned Operative Agreements, except to the extent constituting Existing BNSF 818 Obligations.

4. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

5. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 8.5 of the Purchase Agreement.

6. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

7. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York, without giving effect to the conflict of law rules thereof, other than Section 5-1401 of the New York General Obligations Law.

9. Recordation. The Assignor and the Assignee agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Assignor to the Assignee of the Assignor's rights and obligations under the Lease, which shall have been recorded with the Surface Transportation Board.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this BNSF 818 Lease Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

CONAGRA FOODS, INC. (f/k/a CONAGRA,
INC.),
as Assignor

By: 

Name: Gregory A. Heckman
Title: President & COO

GATX CORPORATION,
as Assignee

By: _____

Name:
Title:

STATE OF Nebraska)

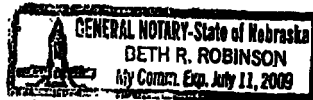
) SS:

COUNTY OF Douglas)

On November 7, 2007, before me, Beth R. Robinson, Notary Public, personally appeared Gregory A. Heckman, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Beth R Robinson




IN WITNESS WHEREOF, this BNSF 818 Lease Assignment and Assumption Agreement has been duly executed by the parties hereto as of the date first above written.

CONAGRA FOODS, INC. (f/k/a CONAGRA,
INC.),
as Assignor

By: _____
Name:
Title:

GATX CORPORATION,
as Assignee

By:  _____
Name: Alan C. Coe
Title: Vice President and Group Executive –
Structured Finance and IEF

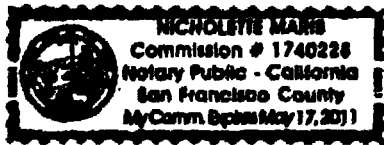
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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On November 7, 2007 before me, Nicholette Maris, Notary Public, personally appeared Alan C. Coe, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Nicholette Maris
Notary Public
My Commission expires: May 17, 2011

Exhibit A
to BNSF 818 Lease Assignment
and Assumption Agreement

EQUIPMENT

Two Hundred Five (205) 5161 Cubic Foot Covered Hopper Railcars, 286,000 GRL, AAR Code C114, built by Trinity Industries, Inc. and bearing reporting marks as follows:

CAGX 1064, 1205, 1210, 1216, 1217, 1225, 1231, 1243, 1245, 1251-1255, inclusive, 1258, 1262, 1265, 1270, 1273, 1275-1278, inclusive, 1282, 1283, 1284, 1288, 1292, 1297, 1303, 1306, 1312, 1315, 1317, 1318, 1320, 1332, 1335, 1338, 1340, 1346, 1349, 1351, 1352, 1354, 1355, 1357, 1360, 1363, 1365, 1367, 1371, 1373, 1379, 1381, 1389, 1390, 1398, 1405, 1407, 1418, 1423, 1428, 1430, 1432, 1438, 1441, 1446, 1450, 1452, 1453, 1457, 1460, 1462, 1463, 1464, 1466, 1469, 1472, 1476, 1482, 1483, 1486, 1489, 1490, 1491, 1493, 1495, 1499, 1502, 1503, 1505, 1508, 1509, 1510, 1513, 1514, 1521, 1524, 1526, 1530, 1531, 1532, 1537, 1539, 1540, 1548, 1549, 1550, 1556, 1557, 1560, 1565, 1566, 1575, 1576, 1583, 1588, 1600, 1601, 1604, 1612, 1614, 1618, 1620, 1622, 1623, 1625, 1627, 1630, 1631, 1634, 1640, 1642, 1643, 1645, 1646, 1647, 1649, 1655, 1656, 1665, 1667, 1671, 1674, 1679, 1692, 1693, 1696, 1699, 1704, 1707, 1711, 1726, 1731, 1733, 1734, 1735, 1737-1740, inclusive, 1742, 1748, 1750, 1752-1755, inclusive, 1759-1779, inclusive, 1781, 1783-1786, inclusive, 1788, 1789, 1791-1795, inclusive, and 1797-1800, inclusive.